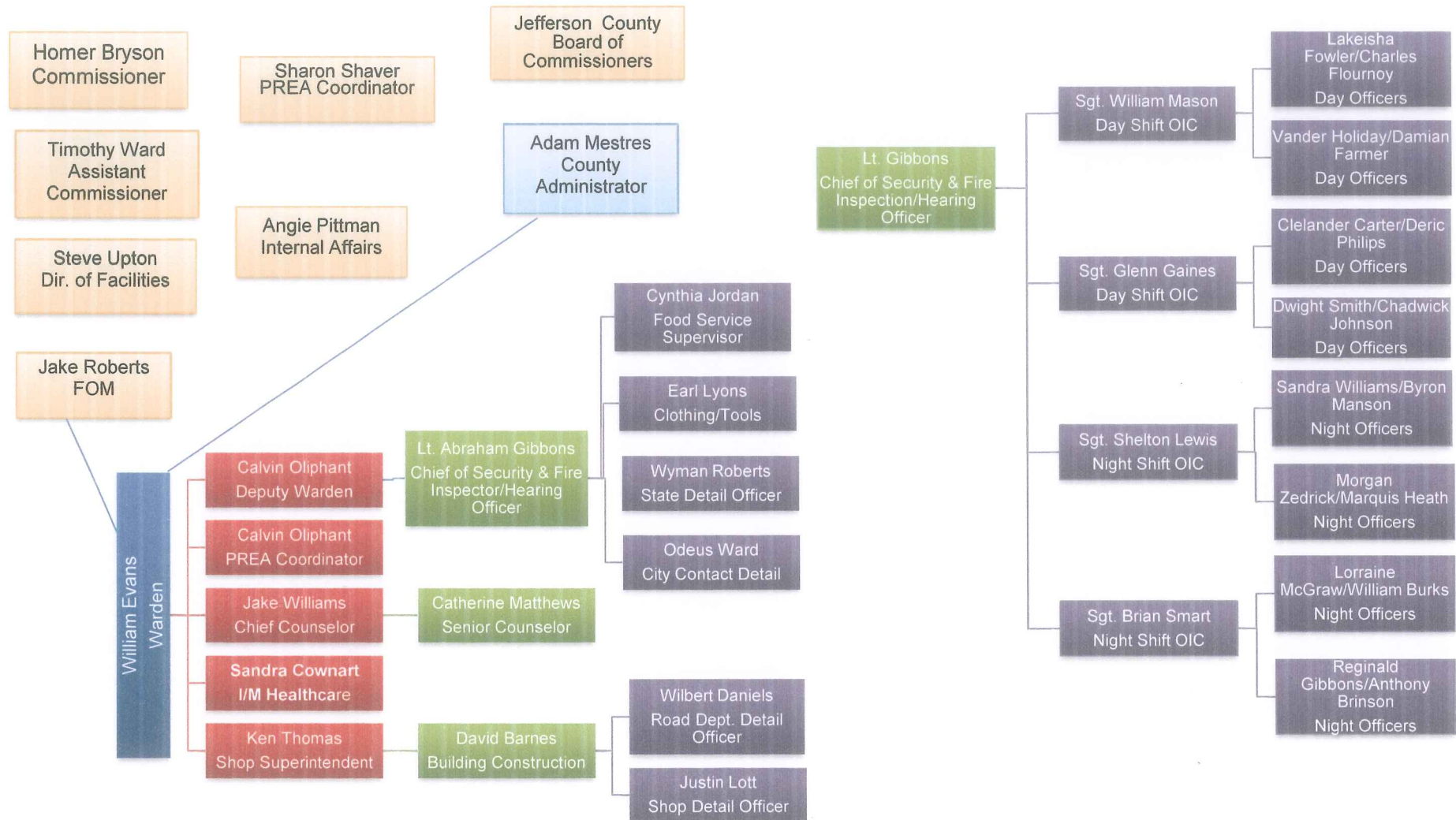


# JEFFERSON COUNTY CORRECTIONAL INSTITUTION

## ORGANIZATIONAL CHART



## **Prison Rape Elimination Act**

Sexual abuse in correctional institutions is a public safety issue that can impact facility order and security. This policy ensures Jefferson County Correctional Institute (JCCI) is in compliance with the Prison Rape Elimination Act (PREA) and the PREA National Standards.

JCCI has mandated zero-tolerance towards all forms of sexual abuse and sexual harassment; to include inmate on inmate sexual abuse or harassment as well as employee on inmate sexual abuse or harassment. All allegations will be thoroughly investigated by outside agencies. Allegations made concerning a state inmate will be investigated by GDC Office of Professional Standards and allegations made concerning a county inmate will be investigated by Jefferson County Sheriff Department.

Sexual activity regardless of consensual status is strictly prohibited and subject to administrative and criminal sanctions JCCI will adhere to Georgia Department of Corrections Standard Operations Procedures concerning PREA Policy Number: 208.06

Third parties can make reports of sexual abuse or harassment on behalf of an inmate.

Sexual activity regardless of consensual status is strictly prohibited and subject to administrative and criminal sanctions Jefferson County Correctional Institute will adhere to Georgia Department of Corrections Standard Operations Procedures concerning PREA Policy Number: 208.06

Third parties can make reports of sexual abuse or harassment on behalf of an inmate. Sexual Abuse Is Not A Part an inmate's sentence. Report Sexual Assault, Sexual Harassment, or Sexual Misconduct. Call the PREA Coordinator at JCCI-Calvin Oliphant, (478) 625-7230 or Mail to: Jefferson County Correctional Institute, 1159 Clarks Mill Road, Louisville, GA 30434

Reports can be made anonymously.

Jefferson County Correctional Institute has only had one allegation since 2010, no records available prior to 2010.

Jefferson County Sheriff Department, an outside agency, will be contacted and complete a criminal investigation for all allegations of sexual abuse and sexual harassment involving any staff or county inmates at Jefferson County Correctional Institute.

Office of Professional Standards with Georgia Department of Corrections, An outside agency, will be contacted and complete a criminal investigation for all allegations of sexual abuse and sexual harassment involving state inmates at Jefferson County Correctional Institute.

Once an allegation is brought to the attention of Jefferson County Correctional Institute and the victim is in a safe location. The warden will immediately contact the appropriate investigating agency and advise of the need of services. Investigations will be conducted according to GDC Policy 103.06, *Investigations of Allegations of Sexual Contact, Sexual Abuse, and Sexual Harassment of Offenders* and Jefferson County Sheriff Department Policy

The Warden shall ensure that the following actions are taken anytime he learns of an allegation of sexual abuse or sexual assault:

- Separate the alleged victim and abuser.
- Ensure Local Institutional Sexual Abuse Response Plan is enacted;
- Contact the Field Operations Manager;
- Notify the appropriate Regional SAC;
- Subsequently, submit a written notification via email to the Office of Investigations and Compliance Senior Investigator and the Department's PREA Coordinator. This reporting should follow any and all established notification procedures in place by the Facilities Division Director (for state offenders)
- Subsequently, submit a written notification via email to the Office of Investigations and Jefferson County Sheriff Department and the Department's PREA Coordinator. This reporting should follow any and all established notification procedures in place by the Facilities Division Director (for county offenders)
- Jefferson County Correctional Institute shall cooperate with the outside investigators and shall endeavor to remain informed about the progress of the investigations.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**JEFFERSON COUNTY CORRECTIONAL INSTITUTE**

---

**AND**  
**JEFFERSON COUNTY SHERIFF DEPARTMENT**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU" or "Agreement") is entered into by and between Jefferson County Sheriff Department ("AGENCY") located at 911 Clarks Mill Rd Louisville, GA 304345 for the provision of services to Jefferson County Correctional Institute ("FACILITY"), located at 1159 Clarks Mill Rd Louisville, GA 30434.

**WHEREAS**, Agency wishes to provide Crime Scene Investigation, Criminal Investigation, and Linguistic services to Facility inmates and Jefferson CCI desires Agency to provide such services in accordance with the terms and conditions of this MOU.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein contained, it is agreed by and between the parties as follows:

**I. FACILITY RESPONSIBILITIES**

Facility agrees to:

- a) Notify the Agency immediately of any allegations JCCI will advise of the inmate's name, give a brief description of the alleged complaint, and the requested service
- b) Secure crime scene to protect evidence until JCSD arrives;
- c) Respect the nature of privileged communication between JCSD investigators and the inmates;
- d) Inform inmates the extent to which communications will be monitored, the extent to which reports of abuse will be forwarded from the JCCI to the Facility, and the availability of anonymous reporting;
- e) Contact Agency each time there is an allegation of sexual assault involving a Facility inmate or staff
- f) Communicate any questions or concerns to Agency staff;

### **III. AGENCY RESPONSIBILITIES**

Agency agrees to:

- a) Respond to requests from Facility to provide Crime Scene Investigation, Criminal Investigation, and Linguistic services
- b) Immediately contact the Facility PREA Coordinator, or highest ranking staff member available, of all non-anonymous reports received from Facility inmates;
- c) Maintain confidentiality as required by state standards and Agency policies and procedures;
- d) Keep Warden and PREA Coordinator advised of investigation
- e) Provide training for Facility staff is needed; and
- f) Communicate any questions or concerns to the Facility PREA Coordinator.

### **IV. TERM AND COMPENSATION**

This MOU is effective as of October 15, 2015 and may be terminated upon thirty (30) days written notice by either party.

The parties understand and agree that no funds are obligated pursuant to this MOU.

### **V. NOTICE**

All notices shall be given in writing to the persons listed below. All notices shall reference this Agreement and be delivered by registered or certified mail, return receipt requested, or via an express next day courier, or other similar express letter services that provides evidence of receipt of, and the date upon which notice is delivered. The delivery date shall be the effective date of such notice.

**AGENCY:**

Jefferson County Sheriff Department  
Sheriff Gary Hutchins  
911 Clarks Mill Road  
Louisville, GA 30434

**FACILITY:**

Jefferson County Correctional Institute  
Warden William Evans  
1159 Clarks Mill Road  
Louisville, GA 30434

**VI. AMENDMENTS**

This Agreement may be amended, changed or modified only by written agreement executed by the parties hereto. No waiver of any provision of the Agreement will be valid unless in writing and signed by the party charged.

**VII. CONFIDENTIALITY**

Any information given to or developed by a party in performance of this Agreement will be kept in confidence and will not be made available to any third party without the written approval of the party disclosing the information.

**VIII. AUTHORIZATION**

The individuals executing this Agreement on behalf of each party warrant that they are authorized to execute on behalf of their respective organizations and such organizations will be bound by the terms and conditions herein.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties have caused their authorized representatives to execute this Agreement.

**FACILITY**

JEFFERSON COUNTY CORRECTIONAL INSTITUTION

BY: William Evans

DATE: 10-09-15

William Evans,  
Warden

**AGENCY**

JEFFERSON COUNTY SHERIFF DEPARTMENT

BY: Gary Hutchins

DATE: 10-9-15

Gary Hutchins,  
Sheriff

## What can I do to avoid inappropriate staff/offender relationships?

Most staff/offender sexual misconduct occurs only after seemingly innocent professional boundaries have been crossed. The following behaviors will assist you in maintaining appropriate boundaries:

- Maintain professional distance
- Focus behavior on duties and assignments
- Do not become overly close with any particular offenders
- Do not share your own or other staff person's personal information with or around offenders
- When speaking to offenders about other staff refer to the staff by their title or as Ms. or Mr.
- When speaking to offenders refer to them as Ms. or Mr. and their last name
- Do not accept gifts or favors from offenders
- Be knowledgeable of Departmental policy and procedure, rules of conduct and laws regarding sexual misconduct and sexual harassment

## Other Things to Consider

- Sexual relationships with an offender are seldom a secret. Such behavior will subject you to disrespect and manipulation from other offenders that may be aware of your situation.
- Once in a relationship, professional judgment becomes clouded and the normal defenses that exist to protect you will be compromised. When acting on emotions, you may take actions that would otherwise be considered inappropriate in a correctional environment (either in custody or in the community).
- Your conduct and the decisions you make reflect not only on your own reputation, but also on that of your peers and the agency you represent.
- You will face loss of employment and possibly a felony conviction and imprisonment.

## A Duty to Report

Staff must report any inappropriate staff/offender behavior immediately. The presence of illegal and unethical behavior by

staff compromises the security and safety of the agency. Staff that fail to report such behavior will be held accountable and sanctioned through dismissal. All efforts will be made to ensure the confidentiality of the reporting staff member. You must file an incident report to the appointing authority (per policy).

## Resources for Staff:

**Statewide PREA Coordinator**  
**300 Patrol Road,**  
**Forsyth, GA 31029**

**Ombudsman**  
**P.O. Box 1529**  
**Forsyth, GA 31029**  
**(478) 992-5358**

**Director of Victims Services**  
**2 MLK Jr. Dr., SE Suite 458 East Tower**  
**Atlanta, GA 30334**

ALL EMPLOYEES HAVE A DUTY TO  
REPORT IMMEDIATELY ANY FINDINGS IN  
WHICH INMATES ARE HAVING SEXUAL  
RELATIONSHIPS WITH OTHER  
INMATES OR STAFF!

GDC's nationwide\* EAP Partner:

**EAP** CONSULTANTS, INC.

[www.eapconsultants.com](http://www.eapconsultants.com)

**GDC Employee Support Services**  
**(478) 992-5160**



**Georgia**  
**Department**  
**of Corrections**

## Staff Guide on the Prevention and Reporting of Sexual Misconduct with Offenders



**Dedicated to Increasing Public Safety Through the  
Elimination of Prison Sexual Misconduct**

**Confidential Reporting Hotline**  
**888-992-7849**

## Staff Sexual Misconduct

The Georgia Department of Corrections recognizes that the vast majority of its employees do not engage in sexual misconduct with offenders and do not support staff members who do. Staff sexual misconduct tarnishes our reputation and jeopardizes the safety and security of our facilities and supervision capabilities.

The Department maintains a zero tolerance policy with regard to staff sexual misconduct and inappropriate staff/offender relationships. The policy also applies to contract staff, vendors and volunteers.

The information contained in this brochure is designed to help staff understand and avoid inappropriate staff/offender behavior and to know what to do should it occur.

All allegations of staff sexual misconduct will be investigated and will be referred to local law enforcement when appropriate.

## What is sexual misconduct?

GDC SOP 208.06, O.C.G.A. 16-6-5.1 and 28 CFR 115 all contain detailed descriptions of what constitutes sexual misconduct and staff misconduct of a sexual nature. Forms of sexual misconduct include, but are not limited to:

1. Any behavior of a sexual nature directed toward an offender by Department staff, contract staff, or volunteers.
2. Inappropriate touching between offenders and staff.
3. All completed, attempted, threatened, or requested sexual acts between Department staff and the offender.
4. Sexual comments and conversations with sexually suggestive innuendos or double meanings.
5. Display or transmittal of sexually suggestive posters, objects, or messages.

## An Abuse of Power

Due to the imbalance of power between offenders and staff in correctional settings, sexual interactions between staff (who have power) and offenders (who lack power) are unprofessional, unethical and illegal.

Some offenders who lack power may become sexually involved with staff in an effort to equalize the imbalance of power. Occasionally an offender may try to use sex to improve his/her standing or circumstances (e.g., better job, avoid disciplinary action, affect a release plan, gain privileges, etc.).

Because of the imbalance of power between offenders and staff, vendors, contractors and volunteers, there can never be a consensual relationship between staff and offenders. In fact, the law states "consent" is not a defense to prosecution.

## History of Victimization

Some staff don't think of offenders as 'victims' of staff sexual misconduct, especially when the offender appears to be a willing participant or even initiated the sexual or 'romantic' interactions with a staff member. The offender is **always** the victim because of the imbalance of power. The consent or willingness of an offender to participate may be a survival strategy or a learned response to previous or current victimization.

Many offenders have a history of victimization (physical and/or sexual abuse), which may make them especially vulnerable to the sexual overtures of persons in positions of authority. Their perception of affection/love may be skewed by this background of abuse, making it impossible for them to refuse advances of a staff member. In some instances, particularly for female offenders, their survival in the community has been directly related to using their sexuality to obtain the means to survive. Coupled with low self-esteem, this carries over into their conduct in prison and while under community supervision.

**Employees who engage in sexual abuse or harassment with an offender will be subject to prosecution and/or termination. A person convicted of sexual assault shall be punished by imprisonment for not less than one nor more than 25 years or by a fine not to exceed \$100,000, or both.**

As the person in authority, it is your responsibility to discourage, refuse and report any overtures as well as maintain professional boundaries **at all times**.

Boundaries in relationships can be difficult. If you question your professional boundaries with an offender or feel uncomfortable with his/her actions or advances toward you, talk to another person you respect and/or bring this matter to the attention of a GDC employee before it gets out of control.

## Red Flags:

The following are behaviors or 'red flags' that may signal you or someone you work with is in danger of engaging in sexual misconduct with an offender:

- Spending a lot of time with a particular offender
- Change in appearance of an offender or staff member
- Deviating from agency policy for the benefit of a particular offender
- Sharing personal information with an offender
- Horseplay
- Overlooking infractions of a particular offender
- Doing favors for an offender
- Consistently volunteering for a particular assignment or shift
- Coming to work early/staying at work late
- Flirting with an offender
- Standing too close to an offender
- Taking up an offender's cause or grievance
- Changing duty assignments of a particular offender
- Getting into conflicts with co-workers over an offender
- Bringing things into the facility for the offender
- Doing favors for an offender's family
- Feeling the effects of major life changes (divorce, etc)
- Believing an offender is indispensable

**If you see yourself or others in this list, you should discuss it with your supervisor.**

**The department will not tolerate retaliation toward anyone who makes a sexual abuse allegation in good faith or who participates in an investigation and will punish anyone found to be participating in this behavior or act.**



## **WHAT TO DO IF YOU'VE BEEN SEXUALLY ASSAULTED**

1. Get to a safe place
2. Even if you want to clean up immediately, it is important to save the evidence
3. Don't use the bathroom, brush your teeth, shower, or change your clothes.
4. Report it, even if you don't have any evidence.
5. Tell any staff member. You may tell in person, send a kite, or drop a note under a staff member's door. It doesn't matter – just tell someone.
6. Call the PREA hotline at \*7732 (\*PREA) from any inmate phone. You do not have to enter your pin number.
7. Seek support from friends, family, mental health, medical, or counseling staff.

*The Georgia Department of Corrections has  
zero tolerance for sexual assault and sexual  
harassment*

The Georgia Department of Corrections has a zero tolerance policy toward the sexual abuse of offenders, and is committed to the prevention, detection, and punishment of sexual abuse.

### **REPORTING IS THE FIRST STEP!**

Inmates: Call \*7732 (\*PREA) from any inmate phone.

Probationers: Call 1-888-992-7849.

You may also report allegations to any staff member, or write to one of the following:

Statewide PREA Coordinator  
300 Patrol Road  
Forsyth, GA 31029

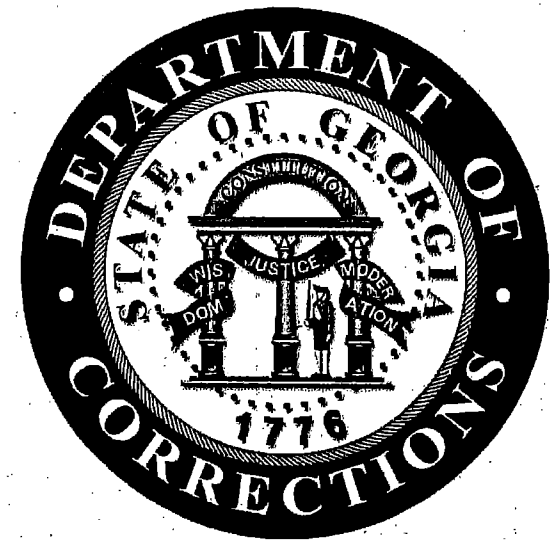
Ombudsman  
P.O. Box 1529  
Forsyth, GA 31029  
(478-992-5358)

Director of Victims Services  
2 MLK Jr. Dr., SE, Suite 458 East Tower  
Atlanta, GA 30334



**Georgia  
Department of  
Corrections**

**Sexual Assault  
Sexual Harrassment  
Prison Rape Elimination Act  
(PREA)**



**How to prevent it  
How to report it**

## What will happen to me if I make allegations knowing them to be false?

Any person who files an allegation of sexual abuse knowing it to be false will be subject to serious disciplinary action. In applicable cases, the Department of Corrections will actively pursue criminal prosecution.

The Department of Corrections will seek termination and criminal prosecution of state employees, contractors, volunteers, visitors or offenders who engage in sexual abuse of offenders.

### Examples of sexual assault:

Rape – forcible penetration

Someone forcing you to have sex with them or another person to repay a debt

Someone offering you protection in exchange for sex

A staff member offering you a privilege or a favor in exchange for sex

## What is sexual assault?

Anytime another inmate touches the sexual parts of your body, forces you to touch the sexual parts of their body, has forcible sex with you against your will, or forces you to have sex with someone else against your will, it is against the law.

Anytime a staff member, contractor, or volunteer makes sexual advances or comments, sexually touches you, or has sex with you, it is against the law. Even if you wanted or invited it, the staff member is not allowed to respond. This does not include routine searches or specific medical procedures.

Anytime you sexually touch a staff member or force them to touch you, it is against the law.

***Inmates: Call \* 7732***

***Probationers: Call  
1-888-992-7849***

*The department will not tolerate retaliation toward anyone who makes a sexual abuse allegation in good faith or who participates in an investigation and will punish anyone found to be participating in this behavior or act.*

It is not your fault if you were sexually assaulted.

***Sexual assault is not part of your sentence!***

### ***Avoid sexual abuse:***

Carry yourself in a confident manner

Do not accept gifts or favors from others. Most gifts come with strings attached

Be alert and avoid drugs or alcohol. These weaken your ability to make good judgments

Stay in well-lit areas

Trust your instincts

**Jefferson County Correctional Institution  
Prison Rape Elimination Act (PREA)  
Annual Report 2015**

**PREA Background**

PREA was established in 2003 to address sexual abuse and sexual harassment of persons in the custody of U.S. correctional agencies. Major provisions of PREA included the development of standards for detection, prevention, reduction and punishment of sexual abuse and sexual harassment in confinement settings. The Act applies to all public and private institutions that house adult or juvenile offenders. On August 20, 2012, the PREA standards final rule became effective.

Jefferson County Correctional Institution has a zero tolerance policy on issues pertaining to sexual abuse and sexual harassment involving inmates and is working continuously to develop and implement policies to prevent, detect, and respond to sexual misconduct allegations.

Whenever an agency employee is alleged to have been in violation of a criminal offense, the matter will be investigated by Jefferson County Sheriff Department (an outside agency) for any felony offense; if matter is a misdemeanor it will be handled by SART (internally).

It is the policy of Jefferson County Correctional Institution to thoroughly investigate all complaints of alleged employee misconduct to properly determine whether or not the allegations are substantiated or unfounded and to take appropriate follow up action.

This report will summarize the effect by Jefferson County Correctional Institution to achieve compliance with the Federal PREA Standards.

**Definitions**

- A. **Substantiated allegation** means an allegation that was investigated and determined to have occurred.
- B. **Unfounded allegation** means an allegation that was investigated and determined not to have occurred.
- C. **Unsubstantiated allegation** means an allegation that was investigated and the investigation produced insufficient evidence to make a final determination as to whether or not the event occurred.

**2016 Analysis/Corrective Action**

**Analysis:** A PREA Coordinator was not initiated in 2012 for PREA Compliance.

**Corrective Action:** Deputy Warden Calvin Oliphant became Jefferson County PREA Coordinator. D/W Oliphant has over 28 years' experience with Georgia Department of Corrections in both security and care and treatment.

**Analysis:** A Staffing Plan was not initiated in 2012 for PREA Compliance.

**Corrective Action:** A Staffing Plan has been established.

**Analysis:** Staff Training was not in compliance.

**Corrective Action:** All staff has completed additional PREA training besides annual in-service training, "PREA: Your Role Responding to Sexual Abuse".

SART and Jefferson County Sheriff Department Investigator has completed additional PREA training, "Conducting Sexual Abuse Investigations in Confinement Setting".

**Analysis:** Facility had numerous blind spots in the Kitchen and Law Library.

**Corrective Action:** Monitoring technology improvements have been made in areas of the facility that were determined to need enhancements.

Lighting of the facility was upgraded in dim areas.

Blind spot reduction in the facility has been implemented; such as the addition of mirrors and cameras.

**Analysis:** No victim advocate services were initiated in 2012 for PREA Compliance.

**Analysis:** Information for third party reporting was not initiated in 2012 for PREA Compliance.

**Corrective Action:** Information for third party reporting has been placed in inmate handbook and on Jefferson County Website.

**Analysis:** Monitor for retaliation was not initiated in 2012 for PREA Compliance.

**Corrective Action:** PREA Coordinator has been assigned the responsibility to monitor for any and all retaliation.

**Analysis:** Report disposition of cases back to inmate was not initiated in 2012 for PREA Compliance.

**Corrective Action:** SART has been assigned the responsibility to inform inmates of the disposition of their allegations.

**Analysis:** No Sexual Abuse Incident Review Team was initiated in 2012 for PREA Compliance.

**Corrective Action:** A Sexual Abuse Incident Review Team, consisting of Warden, Deputy Warden, SART, PREA Coordinator, and supervisors was created.

**Analysis:** No inmate training and notification to inmates about PREA was initiated in 2012.

**Corrective Action:** Inmates are advised upon intake about PREA and how to protect themselves and report complaints, the counselor and nurse inquiries about sexual abuse in interview and completes assessment within 72 hours of arrival. PREA video is watched and inmates are given the opportunity to ask questions upon arrival and annually. PREA information is included in inmate handbook.

**Analysis:** There were no established PREA policies for this agency was initiated in 2012, Jefferson CI was only relying on policies set by Georgia Department of Corrections.

**Corrective Actions:** Jefferson County CI developed and put into place a local PREA policy that mirrors Georgia Department of Corrections PREA Policy 208.06

**Analysis:** No PREA Committee was implemented in 2012 for review of Administrative PREA complaints or issues.

**Corrective Action:** PREA Committee implemented in 2015 to review cases and address issues that would need corrective action.

**Analysis:** No training was conducted in 2012 for transgender, intersex, lesbian, gay or bisexual inmates for officers to understand the proper pat search.

**Corrective Action:** Training is being conducted with officers on pat searches for LGBTI and cross gender inmates.

**Analysis:** Facility did not have a public website for PREA Publications implemented in 2012.

**Corrective Action:** Jefferson County Correctional Institution PREA information was added to the Jefferson County Website in 2016.

**Analysis:** No Annual Data Report was initiated in 2012 for PREA Compliance.

**Corrective Action:** Annual Data Report was completed and published on Jefferson County Website in 2016.

Review data collected and aggregated in order to assess and improve the effectiveness of our sexual abuse prevention, detection, and response policies, practices and training, including by:

1. Identifying problem areas
2. Taking corrective action on an ongoing basis
3. Preparing an annual report of findings and corrective actions for the facility.

**Reported PREA Incidents:**

One reported PREA event occurred in December 2015 at our facility. The report was substantiated, as Staff Misconduct. The staff on inmate substantiated event was found that the staff member had inappropriate comments

**Statistics**

**Inmate on Inmate**

Substantiated	0
Unfounded	0
Unsubstantiated	0

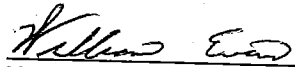
**Staff on Inmate**

Substantiated	0
Unfounded	0
Unsubstantiated	1

In assessing and reviewing the substantiated incident we determined that no corrective action was needed. The incident review team felt that our current policy and procedures effectively provided prevention, detection and response to the allegation. The incident review team felt this incident was motivated by temperament. Criminal prosecution was not requested due to it not being a misdemeanor nor a felony offense. The incident review team determined that there were no physical barriers enabling the abuse. The incident review team determined that staffing was adequate and more staffing would not have prevented the incident. There were no recommendations for corrective action.

Jefferson County Correctional Institution will continue to make appropriate changes when necessary to provide a safe and secure environment for inmates, staff, and community.

Jefferson County CI's report is approved by the agency head prior to being made available to the public through its website.

  
\_\_\_\_\_  
Warden Evans

5-27-16  
Date

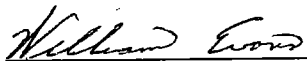
## Statement of Fact

### **§115.89 Data storage, publication, and destruction.**

- a) The agency shall ensure that data collected pursuant to §115.87 are securely retained.
- b) The agency shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its website, or if it does not have one, through other means.
- c) Before making aggregated sexual abuse data publicly available, the agency shall remove all personal identifiers.
- d) The agency shall maintain sexual abuse data collected pursuant to §115.87 for at least 10 years after the date of the initial collection unless Federal, State, or local law requires otherwise.

**Jefferson County Correctional Institution has not had any instances of inmate victims of aggregated sexual abuse or sexual abuse.**

Statement of Fact,



William Evans, Warden

5-27-16

Date

# MEMORANDUM OF UNDERSTANDING

BETWEEN

JEFFERSON COUNTY CORRECTIONAL INSTITUTE

---

AND

WASHINGTON STATE PRISON

THIS MEMORANDUM OF UNDERSTANDING ("MOU" or "Agreement") is entered into by and between Washington State Prison ("AGENCY") located at 13262 Hwy 24 East Davisboro, GA 31018 for the provision of services to Jefferson County Correctional Institute ("FACILITY"), located at 1159 Clarks Mill Rd Louisville, GA 30434.

WHEREAS, Agency wishes to provide protective services to Facility inmates and receive protective services for Agency inmates and Jefferson CCI desires Agency to provide such services and receive such services in accordance with the terms and conditions of this MOU.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, it is agreed by and between the parties as follows:

## I. FACILITY RESPONSIBILITIES

Facility agrees to:

- a) Notify the Agency of an impending inmate transport for protective services and alert the Agency staff of the inmate's name, give a brief description of the alleged complaint, and expected time of arrival;
- b) Transport inmates to the Agency for protective services;
- c) Inform inmates the extent to which reports of abuse will be forwarded from the Agency to the Facility, why they are being transported, and the availability of anonymous reporting;
- d) Communicate any questions or concerns to Agency staff;

## II. AGENCY RESPONSIBILITIES

Agency agrees to:

- a) Respond to requests from Facility to provide protective services;
- b) Maintain confidentiality as required by state standards and Agency policies and procedures;



- c) Assist Warden and PREA Coordinator with any investigation and
- d) Communicate any questions or concerns to the Facility PREA Coordinator.

### **III. TERM AND COMPENSATION**

This MOU is effective as of October 15, 2015 and may be terminated upon thirty (30) days written notice by either party.

The parties understand and agree that no funds are obligated pursuant to this MOU.

### **IV. NOTICE**

All notices shall be given in writing to the persons listed below. All notices shall reference this Agreement and be delivered by registered or certified mail, return receipt requested, or via an express next day courier, or other similar express letter services that provides evidence of receipt of, and the date upon which notice is delivered. The delivery date shall be the effective date of such notice.

#### **AGENCY:**

Washington County State Prison  
Warden T. J. Conley  
13262 Hwy 24 East  
Davisboro, GA 31018

#### **FACILITY:**

Jefferson County Correctional Institute  
Warden William Evans  
1159 Clarks Mill Road  
Louisville, GA 30434

### **V. AMENDMENTS**

This Agreement may be amended, changed or modified only by written agreement executed by the parties hereto. No waiver of any provision of the Agreement will be valid unless in writing and signed by the party charged.

**VI. CONFIDENTIALITY**

Any information given to or developed by a party in performance of this Agreement will be kept in confidence and will not be made available to any third party without the written approval of the party disclosing the information.

**VII. AUTHORIZATION**

The individuals executing this Agreement on behalf of each party warrant that they are authorized to execute on behalf of their respective organizations and such organizations will be bound by the terms and conditions herein.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties have caused their authorized representatives to execute this Agreement.

**FACILITY**

JEFFERSON COUNTY CORRECTIONAL INSTITUTION

BY: William Evans DATE: 10-8-15

William Evans,  
Warden

**AGENCY**

WASHINGTON STATE PRISON

BY: T.J. Conley DATE: 10-8-15

T.J. Conley,  
Warden

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**JEFFERSON COUNTY CORRECTIONAL INSTITUTE**  

---

**AND**  
**JEFFERSON COUNTY HOSPITAL**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU" or "Agreement") is entered into by and between Jefferson County Hospital ("AGENCY") located at 1067 Peachtree Street Louisville, GA 30434 for the provision of services to Jefferson County Correctional Institute ("FACILITY"), located at 1159 Clarks Mill Rd Louisville, GA 30434.

**WHEREAS**, Agency wishes to provide victim advocacy services and forensic examination services to Facility inmates and Jefferson CCI desires Agency to provide such services in accordance with the terms and conditions of this MOU.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein contained, it is agreed by and between the parties as follows:

**I. FACILITY RESPONSIBILITIES**

Facility agrees to:

- a) Notify the Agency of an impending inmate transport for forensic examination and alert the Agency staff of the inmate's name, give a brief description of the alleged complaint, and the requested service;
- b) Transport inmates to and from the Agency for forensic examinations and sexual assault examination;
- c) Provide security and inmate supervision while onsite at the Agency;
- d) Respect the nature of privileged communication between certified crisis counselors and the inmates;
- e) Inform inmates, prior to giving them access to Agency services, of the extent to which communications will be monitored, the extent to which reports of abuse will be forwarded from the Agency to the Facility, and the availability of anonymous reporting;
- f) Contact Agency each time there is an allegation of sexual assault involving a Facility inmate;
- g) Communicate any questions or concerns to Agency staff;
- h) Facilitate the placement of informational placards in areas of the Facility visible to inmates.
- i) Facility agrees to pay for services rendered.

## **II. AGENCY RESPONSIBILITIES**

Agency agrees to:

- a) Respond to requests from Facility to provide SART accompaniment for Facility inmates;
- b) Provide Facility with on-call crisis counselors and inform the Facility of the name of the responding counselor for a given accompaniment;
- c) Respond to requests from Facility to provide a Sexual Assault Nurse Examiner (SANE) for comprehensive care; prophylaxis treatment for sexually transmitted disease; timely collection of forensic evidence; and testimony, if necessary, in sexual assault cases of Facility inmates;
- d) Immediately contact the Facility PREA Coordinator, or highest ranking staff member available, of all non-anonymous reports received from Facility inmates;
- e) Maintain confidentially as required by state standards for certified crisis counselors and Agency policies and procedures;
- f) Disconnect any calls that are determined not to sexual assault or sexual harassment issues
- g) Provide training for Facility staff and invite Facility staff to regular community SART meetings; and
- h) Communicate any questions or concerns to the Facility PREA Coordinator.

## **III. TERM AND COMPENSATION**

This MOU is effective as of October 15, 2015 and may be terminated upon thirty (30) days written notice by either party.

The parties understand and agree that no funds are obligated pursuant to this MOU.

## **IV. NOTICE**

All notices shall be given in writing to the persons listed below. All notices shall reference this Agreement and be delivered by registered or certified mail, return receipt requested, or via an express next day courier, or other similar express letter services that provides evidence of receipt of, and the date upon which notice is delivered. The delivery date shall be the effective date of such notice.

**AGENCY:**

Jefferson County Hospital  
Steve Widener, Administrator  
1057 Peachtree Street  
Louisville, GA 30343

**FACILITY:**

Jefferson County Correctional Institute  
Warden William Evans  
1159 Clarks Mill Road  
Louisville, GA 30434

**V. AMENDMENTS**

This Agreement may be amended, changed or modified only by written agreement executed by the parties hereto. No waiver of any provision of the Agreement will be valid unless in writing and signed by the party charged.

**VI. CONFIDENTIALITY**

Any information given to or developed by a party in performance of this Agreement will be kept in confidence and will not be made available to any third party without the written approval of the party disclosing the information.

**VII. AUTHORIZATION**

The individuals executing this Agreement on behalf of each party warrant that they are authorized to execute on behalf of their respective organizations and such organizations will be bound by the terms and conditions herein.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties have caused their authorized representatives to execute this Agreement.

**FACILITY**

JEFFERSON COUNTY CORRECTIONAL INSTITUTION

BY: William Evans

DATE: 10-11-15

William Evans,  
Warden

**AGENCY**

JEFFERSON COUNTY HOSPITAL

BY: Steve Widener

DATE: 10-11-15

Steve Widener,  
Administrator

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**BALDWIN STATE PRISON**  
**AND**  
**JEFFERSON COUNTY CORRECTIONAL INSTITUTION**

---

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU" or "Agreement") is entered into by and between Baldwin State Prison ("AGENCY") located at Laying Farm Road, Hardwick, Georgia 31034 and Jefferson County Correctional Institution located at 1159 Clarks Mill Road, Louisville, Georgia 30434 for the provision of services to Jefferson County Correctional Institution ("Facility"), located at 1159 Clarks Mill Road, Louisville, Georgia 30434.

**WHEREAS**, Agency wishes to provide victim advocacy services and forensic examination services to Facility inmates and Jefferson CCI desires Agency to provide such services in accordance with the terms and condition of this MOU.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein contained, it is agreed by and between the parties as follows:

**I. FACILITY RESPONSIBILITIES**

Facility agrees to:

- a. Notify the Agency of an impending inmate transport for behavioral health services, advise the Agency staff of the inmate's name, give a brief description of the alleged complaint, and the requested service;
- b. Transport inmates to and from the Agency for behavioral health services;
- c. Provide security and inmate supervision while onsite at the Agency;
- d. Respect the nature of privileged communication between certified behavioral health counselors and the inmates;
- e. Inform inmates, prior to giving them access t Agency service, of the extent to which communications will be monitored, the extent to which reports of abuse will be forwarded from the Agency to the Facility, and the availability of anonymous reporting;
- f. Contact Agency each time there is an allegation of sexual assault involving a Facility inmate; such notification shall be provided as soon as possible, but no later than 72 hours after receiving the allegation
- g. If the screening pursuant to 115.41 indicates that a prison inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
- h. If the screening pursuant to 115.41 indicates that a prison inmate has previously perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, staff should ensure that the inmate is offered a follow-up meeting with a mental health practitioner within 14 days of the intake screening.
- i. Communicate any questions or concerns to Agency staff;

- j. Facility agrees to pay for the services rendered.

## **II. AGENCY RESPONSIBILITIES**

Agency agrees to:

- a. Respond to requests from Facility to provide behavioral health services for Facility inmates;
- b. Provide Facility with on-call crisis counselors and inform the Facility of the name of the responding counselor for a given accompaniment;
- c. Respond to requests from Facility to provide a Sexual Assault Nurse Examiner (SANE) for comprehensive care; prophylaxis treatment for sexually transmitted disease; timely collection of forensic evidence; and testimony, if necessary, in sexual assault cases of Facility inmates;
- d. Any information related to sexual victimization or abusiveness that occurred in an institutional setting shall be strictly limited to medical and mental health practitioners and other staff, as necessary, to inform treatment plans and security and management decisions, including housing, bed, work, education, and program assignments, or as otherwise required by Federal, State, or local law.
- e. Medical and mental health practitioners shall obtain informed consent from inmates before reporting information about prior sexual victimization that did not occur in an institutional setting, unless the inmate is under the age of 18.
- f. Maintain confidentiality as required by state standards for certified crisis counselors and Agency policies and procedures; and
- g. Communicate any questions or concerns to the Facility PREA Coordinator.

## **III. TERM AND COMPENSATION**

This MOU is effective as of **May 25, 2016** and may be terminated upon thirty (30) days written notice by either party. The parties understand and agree that no funds are obligated pursuant to this MOU.

## **IV. NOTICE**

All notices shall be given in writing to the persons listed below. All notices shall reference this Agreement and be delivered by registered or certified mail, return receipt requested or via an express next day courier, or other similar express letter services that provides evidence of receipt of, and the date upon which notice delivered. The delivery date shall be the effective date of such notice.

Agency:  
Baldwin State Prison  
Laying Farm Road  
Hardwick, GA 31034

Facility:  
Jefferson County Correctional Institution  
Warden William Evans  
1159 Clarks Mill Road  
Louisville, GA 30434



## **V. AMENDMENTS**

This Agreement may be amended, changed or modified only by written agreement executed by the parties hereto. No waiver of any provision of the Agreement will be valid unless in writing and signed by the party charged.

## **VI. CONFIDENTIALITY**

Any information given to or developed by a party in performance of this Agreement will be kept in confidence and will not be made available to any third party without the written approval of the party disclosing the information.

## **VII. AUTHORIZATION**

The individuals executing this Agreement on behalf of each party warrant that they are authorized to execute on behalf of their respective organizations and such organizations will be bound by the terms and conditions herein.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties have caused their authorized representatives to execute this Agreement.

### **AGENCY**

**Jefferson County Correctional Institution**

By: William Evans  
William Evans, Warden

Date: 5-24-16

Baldwin State Prison

By: Rebecca Frazier  
Rebecca Frazier, Mental Health Counselor  
LMFT

Date: 5/26/16